

dence of the intent of the said defendant to evade the provisions of this code exempting the property and wages of debtors from execution.

An. Code, 1924, sec. 17. 1912, sec. 17. 1904, sec. 17. 1888, sec. 17. 1888, ch. 174, sec. 3.

**17.** A copy of the record of the justice of the peace of the State in which said attachment or other proceedings were brought shall be complete evidence in all suits instituted under the two preceding sections, of all facts of said attachment or other proceedings instituted outside of this State, as shown by said record; and said record shall also be complete evidence of any assignment of said claim to the plaintiff in said attachment proceedings by the defendant which the said record may show; provided said record shall be certified to by the justice of the peace before whom said attachment or other proceedings were brought, and a certificate of the clerk of the circuit court for the county in which said justice may act attached certifying that the said justice of the peace was duly authorized to act in said county.

An. Code, 1924, sec. 18. 1912, sec. 18. 1906, ch. 228.

**18.** In addition to being liable in an action of debt as provided in section 15, the person sending, assigning or transferring any claim for debt against a resident of this State in violation of the provisions of said section 15, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine not exceeding fifty dollars for each offense.

## Uniform Sales Act.

### Chapter I.

An. Code, 1924, sec. 22. 1912, sec. 22. 1910, ch. 346, sec. 19 (p. 272).

**19.** (1) A contract to sell goods is a contract whereby the seller agrees to transfer the property in goods to the buyer for a consideration called the price.

(2) A sale of goods is an agreement whereby the seller transfers the property in goods to the buyer for a consideration called the price.

(3) A contract to sell or a sale may be absolute or conditional.

(4) There may be a contract to sell or a sale between one part owner and another.

The validity of conditional sales is recognized by this section and sec. 36; such contracts are not unconscionable nor contrary to public policy. See notes to art. 21, sec. 45. *Dinsmore v. Maag-Wahmann Co.*, 122 Md. 182; *cf. Motor Car Co. v. First Nat. Bank*, 154 Md. 80.

This section referred to in construing secs. 23 and 94. *Engineering & Machine Co. v. Swindell*, 161 Md. 592.

Cited in dissenting opinion in *Dining Hall Co. v. Swingler*, 173 Md. 507.

See sec. 94.

An. Code, 1924, sec. 23. 1912, sec. 23. 1910, ch. 346, sec. 20 (p. 272).

**20.** Capacity to buy and sell is regulated by the general law concerning capacity to contract, and to transfer and acquire property.

Where necessaries are sold and delivered to an infant, or to a person who by reason of mental incapacity or drunkenness is incompetent to contract, he must pay a reasonable price therefor.

Necessaries in this section mean goods suitable to the condition in life of such infant or other person, and to his actual requirements at the time of delivery.